



Winget | Spadafora | Schwartzberg | LLP

NEW YORK:

45 Broadway
32nd Floor
New York, NY 10006

P (212) 221-6900
F (212) 221-6989
McLellan.K@wssllp.com

March 9, 2023

VIA ECF

The Honorable Ona T. Wang
United States District Court
Southern District of New York
Daniel Patrick Moynihan
United States Courthouse
500 Pearl St. Room 20D
New York, NY 10007-1312
(212)-805-0260

MEMO ENDORSED.

Re: *Garmashov v. United States Parachute Association, Inc.*
Case no.: 1:21-cv-04917-JGK-OTW

Dear Magistrate Judge Wang:

We write in accordance with Section I(a) of Your Honor's Individual Practices.

Our firm represents Defendant United States Parachute Association, Inc., ("USPA") in the above-referenced matter. We write to inform the Court of recent developments that may moot the need for the in-person conference currently scheduled on April 4, 2023. *See* Doc. No. 66.

As Your Honor may recall, the Court scheduled the April 4 conference in response to my February 7, 2023 letter (Doc. No. 64) informing the Court that the parties had been unable to agree on the language of the written settlement agreement that would comply with Judge Koeltl's November 29, 2022 Order (Doc. No. 63). Three days later, on February 10, Plaintiff filed a motion for contempt against USPA based on the parties inability to reach an agreement on the language of the written settlement agreement. *See* Doc. No. 65. On February 13, Your Honor entered an order staying Plaintiff's contempt motion and scheduling the April 4 in-person conference. *See* Doc. No. 66.

On February 20, we sent Plaintiff's counsel a revised proposed written settlement agreement. On February 21, Plaintiff proposed a couple of changes, which USPA agreed to. Plaintiff also raised concerns that the mutual release contained in the settlement agreement would waive Plaintiff's claims against USPA that are the subject of the pending contempt motion (which has been stayed by the Court). On February 22, USPA provided Plaintiff a final version

www.WSSLLP.com

Honorable Ona T. Wang
Garmashov v. United States Parachute Association, Inc.
March 9, 2023
Page 2 of 2

of the settlement agreement which addressed Plaintiff's concerns regarding the pending contempt motion. USPA also stipulated in writing that it would not use the mutual release as a basis to oppose Plaintiff's contempt motion. Despite having reached an agreement on the final language of the written settlement agreement and despite fully addressing Plaintiff's concerns regarding the pending contempt motion, Plaintiff refuses to execute the settlement agreement.

In order to allow the parties to move forward and to finally put an end to this case, we respectfully request that the Court deny Plaintiff's contempt motion or lift the stay so that USPA may file an opposition brief allowing the Court to rule on the contempt motion and avoid burdening the Court with an unnecessary in-person conference on April 4 given that the parties have now reached an agreement on the written settlement agreement.

Respectfully Submitted,

/s/ Kenneth A. McLellan

Kenneth A. McLellan

cc: **VIA ECF**

Mr. Eric M. Underriner, Esq.

Mr. Alex B Kaufman, Esq.

Defendant may file its opposition by March 17, 2023. Plaintiff's reply is due March 31, 2023. The parties' obligations to attend the in-person April 4 status conference remain unchanged.

SO ORDERED.



Ona T. Wang 3/10/23
U.S.M.J.